

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		Page 1 of 38
1. REQUISITION NUMBER APWSRWY-0026-2	2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER	5. SOLICITATION NUMBER 90-M-APHIS-02	6. SOLICITATION ISSUE DATE 8/30/02
7. FOR SOLICITATION INFORMATION CALL	a. NAME José-Luis Gallagher (jose.l.gallagher@usda.gov)	b. TELEPHONE NUMBER (No collect calls) (612) 370-2226
8. OFFER DUE DATE/LOCAL TIME 9/16/02 2:30pm local time		
9. ISSUED BY Code: 6395 USDA, MRP-BS Contracting Butler Square, Fifth Floor 100 North Sixth Street Minneapolis, MN 55403		10. THIS ACQUISITION IS [X] UNRESTRICTED [] SET ASIDE 100% FOR [] SMALL BUSINESS [] SMALL DISADV. BUSINESS [] 8(A) SIC: 532411 SIZE STANDARD: \$05.0 MILLION
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [] SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A [] RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING
14. METHOD OF SOLICITATION [] RFQ [] IFB [X] RFP		
15. DELIVERY TO CODE SEE ATTACHED		16. ADMINISTERED BY Code: (If other than Item 5)
17a. CONTRACTOR/OFFEROR Code: Facility Code:		18a. PAYMENT WILL CODE 6395 BE MADE BY
TELEPHONE NO. DUNS NO. _____ TIN NO. _____		USDA, MRP-BS Payments Team Butler Square, Fifth Floor 100 North Sixth Street Mpls., MN 55403

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
--	--

19	20	21	22	23	24
ITEM NO	SCHEDULE OF SUPPLIES SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

See Attached

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt Use Only)
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☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-4. FAR 52.212-3, FAR 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY ☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____
☐ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN ARE ACCEPTED AS TO ITEMS: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lisa P. Stensrud					
30c. DATE SIGNED	31c. DATE SIGNED					
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE				
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR				
<table border="1"> <tr> <td> </td> <td>PARTIAL</td> <td> </td> <td>FINAL</td> </tr> </table>		PARTIAL		FINAL	37. CHECK NUMBER	
	PARTIAL		FINAL			
36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER					
40. PAID BY						

41a. I CERTIFY THIS ACCOUNT IS CORRECT FOR PROMPT PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42a. RECEIVED BY (PRINT)	42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL PRODUCTION

STANDARD FORM 1449 (10-95)
 PRESCRIBED BY GSA-FAR(48 CFR)53.212
 OMB NO.:9000-0136
 Expires: 09/30/98

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**THE SCHEDULE
SUPPLIES OR SERVICES**

(CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24 IS FOUND ON PAGES 37 THROUGH THE END OF THIS DOCUMENT).

BACKGROUND AND EVALUATION OF OFFERS

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), intends to contract for the rental of three fixed-wing, single engine aircraft; two Aviat A-1 Husky, or equivalent, and one Super Cub, or equivalent.

The Government intends to award one or more contracts to the responsible offeror(s) whose offer(s) conform(s) to the solicitation and are most advantageous to the Government, price and other factors considered. Offerors for Lots 1, 2 and 3 will be evaluated separately.

The Government intends to award contracts to the responsible offeror(s) that offer(s) the best value proposal for each Lot separately. The Lots will not be combined for purposes of evaluation and the Government may award separate contracts for each Lot.

The Government intends to make its award decisions without discussions. Therefore, each offeror is encouraged to provide the Government with all of the information necessary to evaluate their proposal for each Lot. Offerors that fail to submit all the information necessary to evaluate their proposal with their initial proposal bear the risk that their proposal will be rejected without discussions.

Each offeror may submit a proposal for Lot 1, Lot 2 and Lot 3, or any combination of Lots. The proposals for any given Lot will be evaluated separately. An offeror may not make its proposal for any given Lot contingent on it receiving the award for any other Lot. The proposal for any given Lot shall identify the price, methodology, equipment, and subcontractors proposed for that Lot.

The all or none qualification is only applicable to the CLINs within any given Lot identified in the Schedule of Items. For any given Lot, the Government will award on an "All or None" basis. Evaluation of offers will be based, among other factors, upon the total price proposed for all items in that Lot.

SCHEDULE OF ITEMS:

Lot 1 - Hulett Aviat A-1 Husky or equivalent

BASE YEAR, date of award through September 30, 2003.

Item No.	Description	Qty.	Unit	Unit Price	Total Price
1.	Hulett Aviat A-1 Husky or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 450 hours	Est. 200	HR	\$ _____	\$ _____

OPTION PERIOD 1, October 1, 2003 through September 30, 2004.

Item No.	Description	Qty.	Unit	Unit Price	Total Price

2.	Hulett Aviat A-1 Husky or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 450 hours	Est. 200	HR	\$ _____	\$ _____

OPTION PERIOD 2, October 1, 2004 through September 30, 2005.

3.	Hulett Aviat A-1 Husky or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 450 hours	Est. 200	HR	\$ _____	\$ _____

OPTION PERIOD 3, October 1, 2005 through September 30, 2006.

4.	Hulett Aviat A-1 Husky or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 450 hours	Est. 200	HR	\$ _____	\$ _____

OPTION PERIOD 4, October 1, 2006 through September 30, 2007.

5.	Hulett Aviat A-1 Husky or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 450 hours	Est. 200	HR	\$ _____	\$ _____

Grand Total \$ _____

Lot 2 - Casper Aviat A-1 Husky or equivalent

BASE YEAR, date of award through September 30, 2003.

Item No.	Description	Qty.	Unit	Unit Price	Total Price
6.	Casper Aviat A-1 Husky or equivalent				
(a)	Flight hour	250	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 250 hours	Est. 100	HR	\$ _____	\$ _____

OPTION PERIOD 1, October 1, 2003 through September 30, 2004.

7.	Casper Aviat A-1 Husky or equivalent				
(a)	Flight hour	250	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 250 hours	Est. 100	HR	\$ _____	\$ _____

OPTION PERIOD 2, October 1, 2004 through September 30, 2005.

8.	Casper Aviat A-1 Husky or equivalent				
(a)	Flight hour	250	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 250 hours	Est. 100	HR	\$ _____	\$ _____

OPTION PERIOD 3, October 1, 2005 through September 30, 2006.

9.	Casper Aviat A-1 Husky or equivalent				
(a)	Flight hour	250	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 250 hours	Est. 100	HR	\$ _____	\$ _____

OPTION PERIOD 4, October 1, 2006 through September 30, 2007.

10.	Casper Aviat A-1 Husky or equivalent				
(a)	Flight hour	250	HR	\$ _____	\$ _____
(b)	Flight hour in excess, of 250 hours	Est. 100	HR	\$ _____	\$ _____

Grand Total \$ _____

Lot 3- Rock Springs Super Cub or equivalent

BASE YEAR, date of award through September 30, 2003.

Item No.	Description	Qty.	Unit	Unit Price	Total Price

11.	Rock Springs Super Cub or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess of 450 hours	150	HR	\$ _____	\$ _____

OPTION PERIOD 1, October 1, 2003 through September 30, 2004.

Item No.	Description	Qty.	Unit	Unit Price	Total Price

12.	Rock Springs Super Cub or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess of 450 hours	150	HR	\$ _____	\$ _____

OPTION PERIOD 2, October 1, 2004 through September 30, 2005.

13.	Rock Springs Super Cub or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess of 450 hours	150	HR	\$ _____	\$ _____

OPTION PERIOD 3, October 1, 2005 through September 30, 2006.

14.	Rock Springs Super Cub or equivalent				
(a)	Flight hour	450	HR	\$ _____	\$ _____
(b)	Flight hour in excess of 450 hours	150	HR	\$ _____	\$ _____

OPTION PERIOD 4, October 1, 2006 through September 30, 2007.

15. **Rock Springs** Super Cub
or equivalent

(a) Flight hour 450 HR \$ _____ \$ _____

(b)	Flight hour in excess of 450 hours	150	HR	\$ _____	\$ _____
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Grand Total \$ _____

CONTRACT CLAUSES

B.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2002

B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5
- (iii) Alternate II to 52.219-5

B.2 (Continued)

- XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- XX (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (12) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (19) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

B.2 (Continued)

- (ii) Alternate I of 52.225-3.
 - (iii) Alternate II of 52.225-3.
 - XX (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
 - (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
 - (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
 - (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
 - XX (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
 - (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 - (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 - (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- XX (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
 - XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall

B.2 (Continued)

comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
 - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
 - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
 - (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
 - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
 - (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
 - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

B.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract.

These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

B.4 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

Option to Extend the Term of the Contract (Mar 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

For each item, the Contractor shall furnish, operate and maintain a fixed wing aircraft in accordance with the specifications here in for use by the U.S. Department of Agriculture (USDA), Wildlife Services (WS), in support of predator control activities within the State of Wyoming and the Wildlife Services Western Region.

Flights will be required as coyote predation occurs on livestock. Flights may not be required for extended periods because of lack of predation or inclement weather conditions, but the aircraft must be available to provide services when needed upon 24 hours notice.

The WS has interagency and cooperative agreements with other Federal agencies, State agencies and private landholders, and may dispatch aircraft under this contract for such cooperative use.

C.2 SPECIFICATIONS

Type of Aircraft

1. The aircraft for Casper and Hulett shall be an Aviat A-1, A-1A or A-1B Husky, or equivalent: a single engine highwing, two place (tandem) aircraft of not less than 180 horsepower and shall be highly maneuverable with Short Take-Off-Landing (S.T.O.L.) characteristics.
2. The aircraft for Rock Springs shall be a Piper PA-18 Super Cub, or equivalent, equipped with 180 horsepower engine with a McCauley, Model #E1A200-FA, 82 inch diameter, 42-degree pitch type propeller.
3. The aircraft, engine and any "time change" components shall have not less than 400 hours remaining before required overhaul time at the start of the contract.
4. Seating: Pilot, plus one crew member seat.

C.3 CONDITION OF EQUIPMENT

5. The aircraft must comply with its type design. Any modifications shall have either a STC approval or a Form 337 approval.
6. All surfaces of the wings, empennage and fuselage shall be free of damage. All repairs must be of an approved type so as to return the aircraft to a new, or equal to new, condition. The landing gear shall be maintained in accordance with manufacturer's specifications. The tires shall be free of cuts and worn areas.
7. All fluid systems in the aircraft shall be free of leaks.
8. All windows and windshields must be clean, and free of scratches that hinder visibility. The aircraft interior must be clean and neat. There must be no unrepaired tears, rips or other damage in the upholstery or headliner. The exterior finish and paint must be clean and in good condition.
9. The instrument and control panels shall be finished with nonreflective paint. Each control and instrument required to be labeled shall be so labeled in accordance with the aircraft's type design.

C.4 STANDARD EQUIPMENT

10. Aircraft shall be equipped in accordance with FAR 91., VFR day and night.
11. An approved fire extinguisher, a first aid kit and survival kit shall be furnished by APHIS, WS personnel and carried aboard the aircraft on all flights.
12. Full electrical system including generator or alternator, battery and starter.
13. Interphone system between pilot and gunner that is capable of "hands free" or "push to talk" operation at the gunners' position.
14. Engine hour meter reading in hours and tenths, or hours and hundredths, actuated by an engine oil pressure switch to record engine running time only.

C.5 SPECIAL EQUIPMENT

15. The following requirements apply only to the Husky aircraft, or equivalent:
 - a. The aircraft must be certificated for at least 2000 pounds gross weight capability for the duration of the contract. The aircraft may comply with "Aviat Service Bulletin #14" pertaining to gross weight increase, special airworthiness and restricted operations.
 - b. The aircraft must be equipped with:
 - i. Cabin air assembly
 - ii. Side window vent, front and rear
 - iii. Outside air temperature gauge
 - iv. Large oil cooler
 - v. Auxiliary cabin heat system (STC No. SA00298DE)
 - vi. Tires (8:50 X 6) 6 ply.
1. The following requirements apply only to the Piper aircraft, or equivalent:
 - a. The aircraft will be required to be transferred from standard airworthiness certificate normal/utility category to special airworthiness certificate restricted category to increase gross weight from 1750 pounds and 1500 pounds in normal and utility categories respectively to 2000 pounds in restricted category, or may be certified for 2000 pounds gross weight in standard category by STC approval. This will consist of an inspection by USDA/APHIS/WS. This will consist of an inspection by USDA/APHIS/WS via a field approval FAA Form 337. Attaching hardware as described in the FAA Form 337 must be replaced every 12 months or 1000 hours, whichever occurs first.
 - b. Main wheel conversion as specified in STC SA279AL, or equal, which provides for wheel/tire combination, a diameter of at least 21 inches.
 - c. Boundary Layer brand Vortex Generators, extended wings, extended ailerons and extended flaps. Extended landing gear (3 inch extension). Tanis brand engine heater.
 - d. Due to aircraft operations at high elevations and density altitudes the aircraft must have an empty weight of 1170 pounds or less. Empty weight as described by FAA Advisory Circular 43:13-1, Chapter 10, paragraph 10-2-b.
1. The following requirements apply to both the Husky and Piper aircraft, or equivalent:
 - a. Shoulder harness for both seats with inertia reel for rear seat. (Installation similar, but not limited to, examples found in FAA Advisory Circular 43.13-2, chapter 9.)
 - b. Left side shooting window only and will be capable of being locked open in flight to provide adequate angle of fire for gunner. Window size limited to a maximum of 22 inches measured from front to rear of opening.
 - c. Rear seat control stick removable and adequate protection provided for control mechanism and under seat area to prevent ejected shells, etc., from interfering with the controls.
 - d. Protection for, or removal of, rear seat throttle quadrant to prevent interference by gunner.
 - e. "High visibility" marking applied to aircraft as follows:
 - i. Paint outer 4 inches of rear face of propeller
 - ii. paint or tape leading edge of wing strut on shooting side.
 - a. Large tail wheel of the "Scott" or "Maule" type, or equivalent, which is approved for the aircraft. (Similar, but not limited to, those found in PA-18 aircraft specifications # 1A2, #204.)
1. The following "Special Equipment" to be furnished by APHIS/WS:
 - a. Aircraft engine heater
 - b. Automatic flagman with three way pistol grip switch.
 - c. GPS mounting bracket for GPS unit.
 - d. Shotgun mounting rack.

C.6 CONTRACTOR-FURNISHED AVIONICS SYSTEMS

The following systems shall be furnished, installed, made operable and maintained by

the Contractor in each contract aircraft in accordance with the installation and maintenance standards referenced elsewhere in this contract.

1. Radio Transmitter/Receiver Systems

The aircraft shall have:

- a. FAA approved Emergency Locator Transmitter unit (ELT) of the automatic deployable or automatic fixed type meeting the latest TSOs of FAR 37.200 (currently-TSO-C91), attached to the aircraft as far aft as practicable per FAR 91.52(c). The pilot shall insure that each passenger is familiar with the operation of the ELT.
- b. Batteries in ELT's shall be maintained in accordance with FAR 91.52(d) and Advisory Circular AC 00-35A including: legibly marking the expiration date of the battery on the outside of the ELT; using only factory supplied, properly dated batteries and not undated batteries obtained from a local store; and recorded (in the aircraft maintenance log book) the new expiration date for the replacement battery, and the date(s) of compliance with applicable AD notes for the ELT.
- c. One VHF/AM airways communication transmitter/receiver system, 720 channel capability to communicate with all airways communication facilities in the area of operation for this contract, minimum 5 watts transmit carrier power.
- d. One navigational GPS.

1. Audio Control System

- a. The installation standards of paragraph 5(b) under Installation and Maintenance Standards shall be carefully followed to avoid noise, interference, and crosstalk in the audio circuitry.
- b. The pilots shall be able to talk on all radio communication transmitters and the interphone system with a single microphone plugged into a single microphone jack. This will require a rotary (or equivalent) switch to select only one transmitter system at a time to the pilot's single microphone jack.
- c. The pilot shall be able to listen to all communication receivers and interphone systems with a single headset plugged into a single jack.
- d. The observer's/gunner's microphone and headset jack shall be paralleled with the pilot's jack, except isolation relays shall be provided for the mike circuits, and impedance matching networks for the headphones. The observer's/gunner's cord shall be routed from the wing root panel with proper length (coil cord) for connection to the headset/microphone/PJ-055 and PJ-068 (to accept a U-174 jack).
- e. An override type interphone system shall mix with but not mute selected receiver audio and be operable without regard to the position of the transmitter selector switch. (Interphone push-to-talk switch separate from the transmit push-to-talk switch.)
- f. Separate push-to-talk switches for interphone and transmit shall be provided, the pilot's switches on the control stick and the observer's/gunner's switch mounted on the right rear floorboard. The operation of a push-to-talk switch at any one position shall not energize the microphone at any other position.
- g. The system shall be designed for 600 OHM headsets, an electric boom-microphone (Gentex Mode 15060 noise-canceling boom microphone, or equal). The system shall also operate with carbon microphones.

C.7 AVIONICS SYSTEM

1. This solicitation includes systems utilizing Government-furnished avionics equipment, for which the Contract is required to make provisions in his aircraft. The Government will pay for installation of this equipment.
2. The Government will retain full ownership and control of any property which it may loan and retains the right to withdraw Government property at any time. The Contractor shall execute property loan documents for an property loaned and shall return, to the Government office making the original issue, all Government property upon the termination of the contract or immediately after the end of field season use of the aircraft.

3. The Contractor shall arrange with the Contracting Officer for any required maintenance of the Government-furnished property.
4. The Government will furnish and maintain one VHF-FM mobile radio.

The Contractor is responsible for the balance of the system necessary to insure proper operation in accordance with the installation and maintenance standards cited below.

5. The Contractor shall furnish, install, make operable and maintain the balance of the system, including the following:
 - a. The receiver audio, microphone audio, and transmitter keying circuits shall be connected to the aircraft's integrated audio and transmit selector system (designated Auxiliary), via a control cable from the main wiring harness terminated with a proper plug to accommodate radio make & model.
 - b. A vertical polarized antenna shall be provided for each radio.
 - c. Provide 12 volt DC power to government furnished radio through a suitable circuit breaker.
 - d. The government furnished radio equipment shall remain in the aircraft during the entire contract period.

The government will not pay for any thing related to item 5.

C.8 INSTALLATION AND MAINTENANCE STANDARDS

1. Particular attention is called to the following FAR requirements:
 - a. All avionics installation and maintenance and approval of the aircraft for return to service after such installation and maintenance shall be performed by an FAA certified repair station or a manufacturer.
 - b. All avionics systems shall be installed and maintained in accordance with the manufacturer's specifications and instructions and shall be made operable and maintained operable to the manufacturer's specifications.
1. Acceptable methods, techniques and practices for aircraft alterations, inspection and repair are detailed in FAR Part 43 and Advisory Circulars AC 43.13-1A and AC 43.13-2A.
2. The recommendations in AC 43.14-1A Chapter 11 "Electrical Systems" and Chapter 15 "Radio and Electronic Systems," as well as AC 43.13-2A Chapter 1 "Structural Data," Chapter 2, "Radio Installation," Chapter 3 "Antenna Installation," shall be strictly adhered to. These include, but are not limited to the following:
 - a. Wire and cable. Wire and cable selected for proper size and the environment they will be subjected to and marked (wire and cable marked with a combination of letters and numbers which identify the wire or cable, the circuit it belongs to, its gauge size or cable characteristics and any other information required to relate the wire or cable to the wiring diagram. Mark at each end at 30 to 38 cm. intervals along the wire or cable. Short wires or cables under 18 cm., mark in the middle. Coaxial cable and wire bundles, install marked sleeving), routed, tied, laced, clamped and protected per AC 43.13-1A Chapter 1.
 - b. Interference protection. Bonding, Shielding and filtering; per AC 43.13-1A Chapter 15, and in accordance with Appendix 7 of ARINC Specification No. 413. Special care is mandatory in avoiding ground loops and interference coupling in "Category IV Sensitive Wiring" such as microphone circuits, audio output circuits, signal inputs to flight computers, etc. ARINC Spec. No. 413 can be purchased from:

Aeronautical Radio, Inc.
2551 Riva Road
Annapolis, MD 21401
Telephone: 301/266-4000
(ask for documents section)

- c. Antenna location. Antennas located to: minimize interaction among radio systems, minimize pickup of electrical interference; minimize obstruction

- to signal reception by aircraft or aircraft components; and avoid interference with air supply to pilot and instrument static sources; per AC 43.13-2A Chapter 3.
- d. Antenna installation. Antennas installed: on metallic skin, with reinforcing plates or doublers; on non-metallic skin or open frameworks, with an aluminum sheet ground plane, properly secured and electrically bonded to the airframe and of adequate size for the frequency of the antenna; per AC 43.13-2A Chapter 3.
 - e. Antenna type. Antennas to be: weatherproof external antennas; vertically polarized for VHF or UHF communications and ELTs; polarization for navigation and other systems as required by the system; broadband for multi-channel communication systems (with VSWR less than 1.5 to 1 for narrow-band VHF communication antennas, less than 2 to 1 for broadband VHF communication antennas); and as required by the manufacturer of the system for other systems; per AC 43.13-2A Chapter 3.
 - f. Equipment mounting. Avionics equipment mounting location and installation to: not interfere with flight crew safety space and comfort; be readily accessible for service; provide air circulation for proper cooling; protect from damage, by baggage, by seat deflection, by hazardous fluids or fumes (water, slurry, oxygen, fuel, etc.), by striking other equipment or parts of the aircraft; provide sufficient slack in all cables at units, instruments, and control heads to facilitate their removal and servicing; per AC 43.13-2A Chapter 2.

INSPECTION AND ACCEPTANCE

C.9 MANDATORY PRE-USE INSPECTION OF EQUIPMENT

Award of contract will be contingent upon results of pre-use inspection.

The Contractor shall make its equipment available for inspection at the designated base of operations or other location acceptable to the Government at a mutually agreed upon time not later than 24 hours prior to the established reporting date. At the time of inspection the aircraft shall (1) be properly certified and registered by the FAA, and (2) comply with all specifications set forth herein.

If the aircraft meets all requirements of the contract, an Aircraft Data Card (APHIS Form 150) authorizing use of the equipment will be issued by the Contracting Officer or his/her designated representative. The Aircraft Data Card shall be with the aircraft throughout the contract period.

C.10 INSPECTION/REINSPECTION EXPENSES

The Contractor will not be charged for the pre-use inspection nor one reinspection after each 90 calendar days of exclusive use with the contract period. The expense of any other reinspection required due to either the Contractor's failure to provide equipment or personnel meeting contract requirements or from substitution of personnel or equipment will be charged to the Contractor.

DELIVERIES OR PERFORMANCE

C.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.usda/aphis.usda.gov/mppls/ (On Bulletin Board)

a. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52-247-34	F.O.B. DESTINATION	NOV 1991

C.12 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from the effective date of the contract through September 30, 2003.

C.13 NOTICE OF PERFORMANCE

The Contractor shall report within 7 days after notice of award. Following the 7-day period or during any subsequent renewal periods, the Government reserves the right to vary the established start date by up to plus or minus 7 days, upon 3 days advance notice.

C.14 EXCLUSIVE USE

Exclusive use shall commence at 8:00 a.m., local time at the designated base or at such time and location stipulated by the Government on the first report day of the contract period. The aircraft and all required support equipment shall be made available exclusively for the use of the Government 24 hours per day, 7 days per week.

C.15 LIQUIDATED DAMAGES

1. If the Contractor fails to provide the aircraft or fails to maintain it in accordance with the requirements in Section H, the Government may obtain the required aircraft elsewhere and charge the contract any excess cost. Further, the Contract may be liable for any additional actual damages to the Government resulting from such failure to perform.
2. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control of the Contractor.

CONTRACT ADMINISTRATION DATA

C.16 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate the individuals as the Contracting Officer's Representative (COR) and or the Contracting Officer's Technical Representative (COTR).

The COR is responsible for administering the performance of work under this contract. In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective binding upon the Government unless a written modifications is executed by the Contracting Officer.

The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion time stated in the contract. On all matters that pertain to contract terms and conditions, the Contractor shall communicate with the Contracting Officer.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

C.17 PAYMENT TERMS

Payment will be made only for flight time ordered by the Contracting Officer or his/her authorized representative, including required ferry flights between bases of operation.

Flying time shall be recorded in hours and tenths by means of an approved mechanical time recorder as required in specifications.

Payment shall not be made for reporting to or for removal from the designated base stipulated in the Schedule.

C.18 REIMBURSEMENT ITEMS

3. Airport Use - The Government will reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the designated base. This is intended to cover such items as airport landing fees, tie-down charges or similar charges. Costs shall be supported by paid itemized invoices.

SPECIAL CONTRACT REQUIREMENTS

C.19 RESCUE AND SALVAGE RESPONSIBILITIES

Salvage of damaged or demolished aircraft will be done at the Contractor's expense. No equipment or personnel performing under this contract may be used on such operations unless authorized by the Government.

C.20 FUEL, OIL AND LUBRICANTS

All fuel, and any enroute replacement oil and lubricants required for the aircraft during the effective period of the contract shall be furnished by the Government, except for flights accomplished for the benefit of the Contractor.

C.21 MAINTENANCE REQUIREMENTS

The aircraft shall be fully maintained by the Contractor. If maintenance is required at locations other than the Contractor's home base, the Contractor shall provide appropriate maintenance support, equipment and personnel necessary to repair the aircraft. Transportation of maintenance personnel and equipment shall be provided by the Contractor at no additional cost to the Government.

Aircraft shall be maintained in accordance with the manufacturer's specifications, applicable APHIS regulations, and the company's operations specifications and maintenance manual. Aircraft components which have been operated beyond the published limitation specified by FAA or the manufacturer will be inspected, overhauled and/or replaced as required by the FAA or by the manufacturer's publication. Engines and/or major components having so as to minimize unavailability during the exclusive use period or extension thereof.

All applicable manufacturer's mandatory bulletins and FAA Airworthiness Directives shall be complied with prior to performance of this contract. Bulletins or Airworthiness Directives published during the contract shall be complied in accordance with the individual bulletin or directive.

All maintenance deficiencies existing prior to the contract shall be corrected before the starting date of the contract. Those deficiencies occurring during the contract shall be corrected during normal scheduled maintenance.

The Contract shall assure that all maintenance performed on contract aircraft is recorded in the affected aircraft's maintenance record in accordance with FAR 43 and FAR 91. In addition to aircraft time-in-service, the hour meter reading shall be recorded for all maintenance record entries.

A copy of the contract aircraft's current maintenance record, containing as a minimum the information required by FAR 91.417, shall be kept at the designated base.

A separate list of FAA Airworthiness Directives and Manufacturer's Mandatory Service Bulletins on the make and model of aircraft offered will be made available, recording whether applicable or not and if applicable the date and airframe total time at compliance, method of compliance, next compliance due date if recurring, and authorized signature and number. List will be similar to that shown in Advisory Circular 43-9A, Appendix 3.

The Contractor shall supply at the time of the initial agency inspection a list of all items installed on the aircraft which are required to be overhauled or replaced on a specified time basis. This list shall include the component names, serial numbers, service life (or inspection/overhaul time), total time since major inspection.

The Contractor shall immediately notify the Contracting Officer or his/her authorized representative of any proposed change of any engine, power train, flight control, or major airframe.

C.22 REMOVAL OF AIRCRAFT FROM SERVICE

The aircraft may be taken out of service for scheduled or unscheduled maintenance. Removal of the aircraft from availability status during an established duty day will require prior approval of the COR. Maintenance shall be completed within 24 hours if scheduled for service.

If the aircraft is not scheduled for service, it may be removed from the operating base for maintenance, provided the Contractor: (1) notifies the COR in advance; (2) obtains the availability schedule from the COR; (3) returns the aircraft to service before the beginning of the next availability period, and; (4) does not use the aircraft for any purpose other than maintenance test flights or ferry to and from the maintenance facilities.

Unavailability in excess of 3 full consecutive calendar days or in excess of any accumulated 7% of the exclusive use period shall constitute grounds for termination for default.

Payments for services rendered prior to termination for default will be made only on the basis of hours actually flown and no minimum guarantee will be effective.

C.23 FLIGHT OPERATIONS

Operations will be conducted by Government pilot(s).

C.24 SUBSTITUTION OF AIRCRAFT

The Contractor may substitute aircraft during performance of the contract, provided such substitution meets all requirements herein and is approved in writing by the Contracting Officer or his/her authorized representative. Request for substitution shall be made at least 10 days prior to exchange except for unforeseen conditions. Transportation of substituted aircraft to the point of use will be at the Contractor's expense.

C.25 ADDITIONAL AIRCRAFT

When aircraft, in addition to those under contract are required by the Government, the contractor may, upon request, furnish additional aircraft, if available. All terms and component, or of any major repair following an incident or accident, including the circumstances involved.

Routine maintenance shall be performed before or after the daily use or as approved by the Contracting Officer or his authorized representative.

The aircraft's required weight and balance data shall be determined by actual weighing of the aircraft within 2 years preceding the starting date of the contract, or renewal date, and following any major repair or major alteration or change to the equipment list which affect the center of gravity of the aircraft.

The aircraft's static system, transponder and encoding altimeters system shall be maintained in accordance with the requirements of FAR 91.215.

A test flight shall be performed at the Contractor's expense following overhaul, or replacement of any engine, propeller, major component, or flight control equipment, and following any adjustment of the flight control system before the aircraft resumes service under this contract. The result of the test flight shall be logged in the aircraft records by the pilot.

The aircraft shall have a maximum time available between scheduled/required inspections available for use at the start of the contract period. The aircraft engine and any 'time change' components, shall have not less than 400 hours with a stipulation that should the engine have less than 400 hours, proof of replacement engine availability will be required.

The Contractor is responsible for all maintenance however, the Government reserves the right to purchase any parts or services and subtract the cost of same for monies due the Contractor. The Government will coordinate such purchases with the Contractor for any maintenance that will exceed \$1,000.00.

C.26 AIRCRAFT STORAGE FACILITIES

Enclosed hangar facilities shall be provided by the Government for the aircraft at the designated base.

C.27 DAMAGES

4. If the Contractor fails to ensure availability of the aircraft at any time during the contract period, the Government may obtain the required services elsewhere and charge the Contractor's any excess cost. Further, the Contractor may be liable for any additional actual damages to the Government resulting from such failure to perform.
5. The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and with the fault or negligence of the Contractor.

C.28 LIABILITY FOR LOSS OR DAMAGE WITH GOVERNMENT FURNISHED PILOT

The Government agrees that during the term of the lease, if the aircraft is damaged or destroyed due to the negligence of a Federal Government employee, the Government will reimburse the owner only as follows: In no event will any reimbursement be made for normal wear and tear. To the extent the aircraft has been damaged beyond normal wear and tear, the Government agrees to pay the contractor for the reasonable cost of repair. If the aircraft is so severely damaged or destroyed such that repair is impracticable, or the cost of repair will exceed the fair market value of the aircraft less any salvage value, then the Government agrees to pay the Contractor the fair market value of the aircraft at the

time of the loss, less any salvage value. Further, the payment of any amount under this clause is expressly contingent on the availability of appropriations to the Government at the time of the loss. Nothing in this contract will be considered to imply that Congress will in the future appropriate sufficient funds to meet any losses.

C.29 Contractor Performance Standards

1. Performance Standard

Quality of Service

Performance Requirements

Aircraft shall not be out of service due to mechanical malfunction for more than 10 days.

Deduction Schedule

No contract deduction for first occurrence from contract guaranteed hours.

Method of Surveillance

Review of flight data recording records and daily aircraft records.

2. Performance Standard

Quality of Service

Performance Requirements

Aircraft shall not be out of service due to mechanical malfunction for more than 10 days. For second occurrence deductions will be enforced.

Deduction Schedule

Each flight hour lost due to unflyable aircraft shall be deducted from contract flight hour guarantee, thereafter, any hours lost due to unflyable aircraft shall be deducted from total hours flown at contract expiration.

Method of Surveillance

Review of flight data recording records and daily aircraft records.

3. Performance Standard

Quality of Service

Performance Requirements

Aircraft shall not be out of service due to mechanical malfunction for more than 10 days. For third occurrence contract will be subject to termination.

Deduction Schedule

For third occurrence contract will be terminated by default.

Method of Surveillance

Review of flight data recording records and daily aircraft records.

4. Performance Standard

Condition of Equipment

Performance Requirement

No more than 3 unscheduled delays due to maintenance during each 100 hour period.

Deduction Schedule

No deduction will be enforced.

Method of Surveillance
On site monitoring by WS.

5. Performance Standard
Condition of Equipment.

Performance Requirement
No more than 3 unscheduled delays due to maintenance during each 100 hour period. Second occurrence and each occurrence thereafter will be enforced.

Deduction Schedule
Each flight hour lost due to unscheduled maintenance downtime will be deducted from the contract flight hours.

C.30 **52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract or contracts resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the Government, technical quality and cost or price and other price-related factors considered. The following factors, listed below in descending order of importance, shall be used to evaluate offers:

- Airworthiness acceptable to WS standards
- Total time air frame and engine time SMOH (since major overhaul or new)
- Aircraft operational history
- Appearance acceptable to Wildlife Services (WS) standards
- Contractor Past Performance
- Price

The USDA will make award to the offeror whose offer conforms to solicitation requirements and represents the "best value" to the USDA based on technical quality, cost or price, and other price related factors. The combine weight of technical factors and past performance are more important than price. Therefore, award may be made to other than the lowest priced, responsible offeror.

Offeror's proposal shall contain:

- All required documentation and certifications, as stated in this Performance Work Statement
- Certification from the appropriate aviation airworthiness authority for any aircraft modifications
- Aircraft maintenance records and schedule
- Past operational history

Note: Please refer to **page 4**, Background and Evaluation of Offers, for evaluation of offer instructions. The above list may not be an all inclusive list of Contractor submittals. Refer to Solicitation Sections C as well as all other sections to assure proper submittal of proposal.

SOLICITATION PROVISIONS

D.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	TITLE	DATE
52.212-1	INSTRUCTIONS TO OFFERORS-- COMMERCIAL ITEMS	OCT 2000

D.2 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

José-Luis Gallagher
USDA, MRP-BS Contracting
Butler Square, Fifth Floor
100 North Sixth Street
Minneapolis, MN 55403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

D.3 52.212-1 -- Instructions to Offerors -- Commercial Items (Oct 2000)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;

- (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;
 - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
 - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
- (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)
 - (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

- (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.
- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (a) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (b) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

- (i) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
- (1) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the -- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.
 - (i) Automatic distribution may be obtained on a subscription basis.
 - (ii) Order forms, pricing information, and customer support information may be obtained --
 - (A) By telephone at (215) 697-2667/2179; or
 - (B) Through the DoDSSP Internet site at <http://assist.daps.mil>.
- (6) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

D.4 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

See bullet items located at C.30 (a), Page 21.

Technical and past performance, when combined, is more important than price.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

- (4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small

business concern in paragraph (c)(1) of this provision.]
The offeror represents that it [] is a women-owned
business concern.

- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

-
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [] is, [] is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the

joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

- (i) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
- (ii) It [] has, [] has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

- (i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

&d0DCanadian End Products:

LINE ITEM NO

(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

&d0DCanadian or Israeli End Products:

LINE ITEM NO

COUNTRY OF ORIGIN

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except

those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

D.5 (Continued)

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.